

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE 1 OF 45 PAGES	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-R7-04-10033		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
U.S. EPA, Region VII PLMG/RFMB/AAMS 901 N. 5 th St. Kansas City, KS 66101				U.S. EPA, Region VII PLMG/RFMB/AAMS 901 N. 5 th St. Kansas City, KS 66101			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until <u>12:00 PM</u> local time <u>12/17/2003</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME MARIE D. NOEL		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 913 NUMBER 551-7176 EXT.		C. E-MAIL ADDRESS NOEL.MARIE@EPA.GOV	

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE (S)	(X)	SEC.	DESCRIPTION	PAGE (S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS/WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE				REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			K		
	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.					
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	___ CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7) CODE				25. PAYMENT WILL BE MADE BY CODE: Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusableSTANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

TABLE OF CONTENTS

SOLICITATION, OFFER AND AWARD	Page 1
PART I - THE SCHEDULE	Page B-1
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	Page B-1
B.1 PRICING SCHEDULE	Page B-1
BASE YEAR	Page B-1
OPTION PERIOD I	Page B-1
OPTION PERIOD II	Page B-1
B.2 FUNDING	Page B-2
B.3 FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984)	Page B-2
B.4 TOTAL CONTRACT VALUE	Page B-2
B.5 CEILING PRICE (EP 52.216-150) (APR 1984)	Page B-2
B.6 CONSIDERATION AND PAYMENT SCHEDULE (ADP A270-620) (SEP 1988)	Page B-2
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	Page C-1
C.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page C-1
C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)	Page C-1
C.3 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)	Page C-2
C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)	Page C-2
SECTION D - PACKAGING AND MARKING	Page D-1
[For this Solicitation, there are NO clauses in this Section]	Page D-1
SECTION E - INSPECTION AND ACCEPTANCE	Page E-1
E.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page E-1
E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)	Page E-1
SECTION F - DELIVERIES OR PERFORMANCE	Page F-1
F.1 NOTICE Listing Contract Clauses Incorporated by Reference	Page F-1
F.2 MONTHLY PROGRESS REPORT--TIME AND MATERIALS OR LABOR HOUR CONTRACT (EPAAR 1552.210-73) (SEP 1990) DEVIATION	Page F-1
F.3 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)	Page F-2
SECTION G - CONTRACT ADMINISTRATION DATA	Page G-1
G.1 TASKING	Page G-1
G.2 PAYMENTS	Page G-1

G.3	SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION	Page G-1
G.4	CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)	Page G-2
G.5	SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)	Page G-3
SECTION H	- SPECIAL CONTRACT REQUIREMENTS	Page H-1
H.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page H-1
H.2	CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)	Page H-1
H.3	OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT--TIME AND MATERIALS OR LABOR HOUR CONTRACT (EPAAR 1552.217-75) (APR 1984) DEVIATION	Page H-4
H.4	UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)	Page H-4
H.5	UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)	Page H-5
H.6	KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)	Page H-5
H.7	PUBLIC COMMUNICATION	Page H-5
PART II	- CONTRACT CLAUSES	Page I-1
SECTION I	- CONTRACT CLAUSES	Page I-1
I.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page I-1
I.2	CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) (OCT 2003)	Page I-2
I.3	OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)	Page I-4
I.4	OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)	Page I-4
I.5	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FAR 52.219-6) (JUN 2003)	Page I-5
I.6	UTILIZATION OF SMALL BUSINESS CONCERNS (FAR 52.219-8) (OCT 2000)	Page I-5
I.7	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)	Page I-7
I.8	CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)	Page I-7
PART III	- LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS	Page J-1
SECTION J	- LIST OF ATTACHMENTS	Page J-1
J.1	LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)	Page J-1
PART IV	- REPRESENTATIONS AND INSTRUCTIONS	Page K-1
SECTION K	- REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	Page K-1
K.1	NOTICE Listing Contract Clauses Incorporated by Reference	Page K-1
K.2	SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)	Page K-1
K.3	SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)	Page K-3

K.4	SIGNATURE BLOCK (EP 52.299-900) (APR 1984)	Page K-4
SECTION L	- INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	Page L-1
L.1	NOTICE Listing Contract Clauses Incorporated by Reference	
		Page L-1
L.2	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (OCT 2003)	Page L-1
L.3	TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)	Page L-2
L.4	SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)	Page L-2
L.5	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)	Page L-2
L.6	PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)	
		Page L-3
L.7	TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)	Page L-5
L.8	RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)	Page L-5
L.9	IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)	Page L-5
L.10	COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)	Page L-6
SECTION M	- EVALUATION FACTORS FOR AWARD	Page M-1
M.1	NOTICE Listing Contract Clauses Incorporated by Reference	
		Page M-1
M.2	EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)	
	ALTERNATE II (AUG 1999)	Page M-1
M.3	PROPOSAL INSTRUCTIONS	Page M-1
M.4	BID OPENING	Page M-3

PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 PRICING SCHEDULE**

NOTE: Labor Categories utilized are believed to be comparable to Service Contract Act Categories of General Clerk III and IV and Computer Operator III. Offeror may suggest alternate labor categories if believed to be necessary.

BASE YEAR

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
0001	COMPUTER OPERATOR III:	362	HOURS	\$_____	\$_____
0002	GEN. CLERK IV:	726	HOURS	\$_____	\$_____
0003	ODCs + G&A IF APPLICABLE:	1	LOT	\$_____	\$_____

OPTION PERIOD I

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1001	COMPUTER OPERATOR III:	488	HOURS	\$_____	\$_____
1002	GEN. CLERK IV:	974	HOURS	\$_____	\$_____
1003	ODCs + G&A IF APPLICABLE:	1	LOT	\$_____	\$_____

OPTION PERIOD II

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
2001	COMPUTER OPERATOR III:	350	HOURS	\$_____	\$_____
2002	GEN. CLERK IV:	700	HOURS	\$_____	\$_____
2003	ODCs + G&A IF APPLICABLE:	1	LOT	\$_____	\$_____

OPTION PERIOD III

<u>CLIN</u>	<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
3001	COMPUTER OPERATOR III:	300	HOURS	\$_____	\$_____
3002	GEN. CLERK IV:	600	HOURS	\$_____	\$_____

3003 ODCs + G&A IF APPLICABLE: 1 LOT \$_____ \$_____

B.2 FUNDING

At time of solicitation and award, total funding for this contract is not available for obligation. As funds become available, modifications will be processed to increase the funding amount as appropriate.

B.3 FIXED RATES FOR SERVICES--TIME AND MATERIALS OR LABOR HOUR CONTRACT (EP 52.216-130) (APR 1984)

The following fixed rates, inclusive of all indirect costs and profit, shall apply for the duration of the contract:

SEE PRICING SCHEDULE (B1)

B.4 TOTAL CONTRACT VALUE

The total possible contract value, inclusive of all "awarded" line items is \$_____. The Base Period value without options of the contract is \$_____. Option Period I value without options is \$_____. Option Period II value without options is \$_____. Option Period III value without options is \$_____.

B.5 CEILING PRICE (EP 52.216-150) (APR 1984)

The ceiling price of this contract is equal to the available funding which is currently \$_____. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

B.6 CONSIDERATION AND PAYMENT SCHEDULE (ADP A270-620) (SEP 1988)

This contract consists of a base period and 3 option period(s). These period(s) are as described below:

Base Period:	12/23/2003 - 12/22/2004
Option Period I:	12/23/2004 - 12/22/2005
Option Period II:	12/23/2005 - 12/22/2006
Option Period III:	12/23/2006 - 12/22/2007

The prices included in Section B are fixed for the duration of the contract, subject to applicable credits and any other price reductions specified elsewhere in the contract.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**C.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
1552.211-79	OCT 2000	COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT

C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.

11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.3 STATEMENT OF WORK/SPECIFICATIONS (EP 52.210-100) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included as Attachment A.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANS). The CPG and RMANS provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANS as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANS, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	MAY 2001	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, Viccy Salazar is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

U.S. EPA Region X
1200 Sixth Avenue
Seattle, WA 98101

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 MONTHLY PROGRESS REPORT--TIME AND MATERIALS OR LABOR HOUR CONTRACT (EPAAR 1552.210-73) (SEP 1990) DEVIATION

(a) The contractor shall furnish the below listed copies of a combined monthly technical and financial progress report briefly stating the progress made, including the number of hours expended during the reporting period and cumulatively hours per task, and the percentage of the project work remaining. Specific discussions shall include any difficulties encountered and remedial action taken during the reporting period and anticipated activity during the subsequent reporting period.

(b) The report shall include the following financial information:

(1) Cumulative totals for the contract amounts obligated, amounts claimed, and remaining available funds. Available funds are defined as the total obligated amount less total amount claimed;

(2) Cumulative labor hours and dollars, by labor category and task, expended from the effective date of the contract through the last day of the current reporting period;

(3) Estimated costs and labor hours to be expended during the next reporting period.

(c) The reports shall be submitted to the following addresses on or before the fifth business day following each month following the first complete calendar month of the contract. Distribute reports as follows:

1 copy:

U.S. EPA Region X
ATTN: Vicky Salazar
1200 Sixth Avenue
Seattle, WA 98101

1 copy:

U.S. EPA Region VII
ATTN: Nathan Mires
901 N. 5th St.
Kansas City, KS 66101

**F.3 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR
INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR
1984)**

The effective period of this contract is from AWARD DATE through FOUR YEARS
AFTER AWARD DATE (If all options are exercised).

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 TASKING

The contractor shall receive a Work Request Document which will delineate the parameters of the services required. All Work Request Documents shall be signed by either the Project Officer or the Contracting Officer in order to be valid.

G.2 PAYMENTS

The contractor shall invoice monthly for services rendered under each CLIN. Support documentation shall be provided for any ODCs claimed with the invoice for payment. The invoice shall indicate the contract number and contract line item (CLIN), quantity, unit price, and timeframe covered by the invoice.

Invoices for payment shall be sent to the following addresses:

FOR MAIL SENT VIA THE U.S. POSTAL SERVICE

Environmental Protection Agency
Research Triangle Park-Financial Management Center
Mail Code - D143-02
Research Triangle Park, NC 27711

FOR EXPRESS MAIL SERVICE DELIVERY:

Environmental Protection Agency
Attn: Mail Code - D143-02 (RTP-FMC)
4930 Old Page Road
Research Triangle Park, NC 27709

G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to Research Triangle Park; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard

Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c)(1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c)(2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e)(1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.4 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

Viccy Salazar
U.S. EPA Region X
1200 Sixth Avenue
Seattle, WA 98101

Contract Specialist(s) responsible for administering this contract:

Nathan Mires
U.S. EPA Region VII
901 N. 5th St.
Kansas City, KS 66101

Administrative Contracting Officer:

Paul Anthamatten
U.S. EPA Region VII
901 N. 5th St.
Kansas City, KS 66101

G.5 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
1552.203-71	AUG 2000	DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER
1552.208-70	OCT 2000	PRINTING
1552.209-71	MAY 1994	ORGANIZATIONAL CONFLICTS OF INTEREST ALTERNATE I (MAY 1994)
1552.229-70	NOV 1989	STATE AND LOCAL TAXES
1552.235-70	APR 1984	SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY
1552.235-71	APR 1984	TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION
1552.235-79	APR 1996	RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION
1552.237-75	APR 1984	PAPERWORK REDUCTION ACT

H.2 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

0 = Unsatisfactory,
1 = Poor,
2 = Fair,
3 = Good,
4 = Excellent,
5 = Outstanding,
N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

Quality,
Cost Control,
Timeliness of Performance,

Business Relations,
Compliance with Labor Standards,
Compliance with Safety Standards, and
Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a

copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.3 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT--TIME AND MATERIALS OR LABOR HOUR CONTRACT (EPAAR 1552.217-75) (APR 1984) DEVIATION

(a) The Government has the option to extend the effective period of this contract for 3 additional period(s). If more than sixty(60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60- day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the option(s) are exercised, the "Ceiling Price" clause will be modified to reflect new and separate ceiling price:

Period	Ceiling Price
-----	-----
BASE Period	\$
Option Period I	\$
Option Period II	\$
Option Period III	\$

(c) The "Effective Period of the Contract" clause will be modified as follows:

Period	Start Date	End Date
-----	-----	-----
Option Period I	12/23/2004	12/22/2005
Option Period II	12/23/2005	12/22/2006
Option Period III	12/23/2006	12/22/2007

H.4 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.5 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.6 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.7 PUBLIC COMMUNICATION

The contractor shall not represent itself as an EPA employee to outside parties. To maintain public trust and not mislead the public, the contractor shall, when communicating with outside parties, at the outset of any communications concerning all matters relating to the performance of this contract, explain that it is an Agency contractor.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	JUN 1996	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER DEVIATION
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-3	JUN 2003	CONVICT LABOR
52.222-6	FEB 1995	DAVIS-BACON ACT
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-43	MAY 1989	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)

52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.225-13	OCT 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.244-2	AUG 1998	SUBCONTRACTS
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	APR 2003	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-14	APR 1984	EXCUSABLE DELAYS
52.252-6	APR 1984	AUTHORIZED DEVIATIONS IN CLAUSES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 CENTRAL CONTRACTOR REGISTRATION (FAR 52.204-7) (OCT 2003)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to

award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS'' or ``DUNS +4'' followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.3 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **30 days of expiration of the contract**.

I.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of the current period's end date; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 years (1 base year and 3 option years).

I.5 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FAR 52.219-6) (JUN 2003)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *General.* (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

I.6 UTILIZATION OF SMALL BUSINESS CONCERNS (FAR 52.219-8) (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or

surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) *Definitions.* As used in this contract--

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or

more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

I.7 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee Class	Monetary Wage- Fringe Benefits
01118 - General Clerk IV	\$15.04 Minimum Wage Rate/Hour \$2.36 Health & Welfare/Hour
03043 - Computer Operator III	\$17.89 Minimum Wage Rate/Hour \$2.36 Health & Welfare/Hour

I.8 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

[Insert one or more Internet addresses]

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

ATTACHMENT A - STATEMENT OF WORK

ATTACHMENT B - SERVICE CONTRACT ACT WAGE DETERMINATION

ATTACHMENT C - PAST PERFORMANCE QUESTIONNAIRE

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.203-11	APR 1991	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-3	OCT 1998	TAXPAYER IDENTIFICATION
52.204-5	MAY 1999	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
52.209-5	DEC 2001	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
52.215-6	OCT 1997	PLACE OF PERFORMANCE
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-22	FEB 1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
52.222-25	APR 1984	AFFIRMATIVE ACTION COMPLIANCE
1552.204-70	JAN 2001	BUSINESS OWNERSHIP REPRESENTATION
1552.209-72	APR 1984	ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION
1552.224-70	APR 1984	SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT

K.2 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541620 Environmental Consulting Services.

(2) The small business size standard is \$6 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it is [] is, [] is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a

veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.3 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.*(1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.4 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations,

Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	OCT 1997	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
1552.209-70	APR 1984	ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION
1552.233-70	JUL 1999	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS

L.2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

L.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a Time-and-Materials contract resulting from this solicitation.

L.4 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Marie D. Noel

Hand-Carried Address:

U.S. EPA, Region VII
901 N. 5th St.
Kansas City, KS 66101

Mailing Address:

U.S. EPA, Region VII
901 N. 5th St. ATTN: RFMB
Kansas City, KS 66101

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

<http://www.arnet.gov/far/>

L.6 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$100,000.00. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 5 contracts and subcontracts completed in the last 5 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h)above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

- (1) Offerors may provide information on problems encountered and

corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.7 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 7 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.8 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.9 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: Total

(b) 8(a) Program: Not Applicable

L.10 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.217-5	JUL 1990	EVALUATION OF OPTIONS

M.2 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999) ALTERNATE II (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are approximately equal to cost or price.

(b) Evaluation factors and significant subfactors to determine the quality of product or service:

(See Clause M.3)

M.3 PROPOSAL INSTRUCTIONS

An original + 3 copies of the proposal shall be submitted. Offerors shall provide a narrative which illustrates the following knowledge, skills and experience. The narrative is limited to 8 sheet of paper (double-sided allowed), 8.5" x 11" with no less than 3/4" margins (top, bottom, left, right), and no less than 11 point character size type. The narrative may be single-spaced.

This narrative will be used as an aid in the evaluation of the offeror's responsiveness and responsibility related to this acquisition.

FEC Qualifications Statement and Proposal Instructions

The future Federal Electronics Challenge (FEC) Region 10 contractor shall possess certain characteristics to be considered "responsible" and

eligible for award. Skills range from knowledge and experience with electronic issues, past work history with the Federal Government, as well as specific skills required by the government. Past performance is also an important factor when reviewing prospective FEC contractors*. These qualifications are described in more detail below:

Knowledge of Electronics Issues

The contractor shall have significant demonstrated knowledge of the electronics industry with respect to purchasing, design, use and end-of-life management of computers, CRTs and other commonly purchased electronic products.

Experience working with Federal Government

The contractor shall demonstrate knowledge and experience working with governments, particularly the Federal Government. Experience is required because the contractor will be working with various aspects to change their purchasing practices and their ability to manage their electronic assets.

Knowledge and Skills

The following qualities are required:

- Knowledge of the Federal Electronics Challenge
- Familiarity with Federal Government operations
- Demonstrated knowledge of Environmentally Preferable Purchasing and Green Procurement, especially with respect to electronic products
- Demonstrated knowledge of Environmentally Sound Management practices regarding e-scrap
- Familiarity with environmental challenge programs and rating systems such as LEEDs, Energy Star, WasteWise, and Electronics Ecolabels.
- Familiarity with other programs and projects that may effect this program including but not limited to NEPSI, EPEAT, Plug-in to eCycling, EPP initiatives
- Ability to effectively interact with a wide variety of federal agencies and federal employees
- Ability to clearly communicate verbal and written key actions and to develop technical assistance tools to assist in the implementation of the FEC

The successful bid will address the majority of areas mentioned above and describe the offeror's involvement in each area.

* PLEASE SEE: ATTACHMENT C PAST PERFORMANCE QUESTIONNAIRE

Offers are due by 12:00 PM CST on December 17, 2003.

Offers can be hand carried to:

U.S. EPA, Region VII
901 N. 5th St.

Kansas City, KS 66101

- or -

Offers can be mailed to:

U.S. EPA, Region VII
901 N. 5th St. ATTN: RFMB
Kansas City, KS 66101

M.4 BID OPENING

Bid opening will begin at 10:00 AM Central Standard Time in room 5160 at the EPA Region VII office:

U.S. EPA Region VII
901 N. 5th St.
Kansas City, KS 66101

ATTACHMENT A
STATEMENT OF WORK
FEDERAL ELECTRONICS CHALLENGE

Federal Electronics Challenge (FEC) Tools and Technical Assistance Statement of Work

TITLE:

Support for the Development Tools and Provision of Technical Assistance for the Federal Electronics Challenge

BACKGROUND:

The federal government purchases over \$38 billion of electronic equipment and services annually. As a result, there is an increasing amount of obsolete electronics, such as computers, printers, mobile phones, and fax machines that create a complex waste stream.

EPA Region 10, along with EPA regional offices in Chicago, San Francisco, the Office of Pollution Prevention and Toxics and Office of Solid Waste is working with the Office of the Federal Environmental Executives to develop the Federal Electronics Challenge. The challenge will help federal facilities in their purchasing and end-of-life management of electronic assets in an environmentally sound manner.

As a challenge partner, federal facilities and agencies will work collaboratively to protect their technology investments and the environment. Key components of the challenge include:

- **Outreach and education**, including conferences and technical training materials;
- **A menu of options** allowing agency/facilities to implement specific actions to support their participation;
- **Technical assistance** to meet challenge criteria based on international standards and best management practices; and
- **A national awards** process sponsored by the White House Task Force on Recycling that incorporates national and regional recognition opportunities.

The Federal Electronics Challenge is being piloted in 2003 and will be rolled out as a national program in 2004. Challenge Partnership is open to federal facilities, agencies and departments.

A key feature for the Federal Electronics Challenge will be its website that will provide useful information to a broad range of stakeholders. Since the challenge is neither EPA focused - nor EPA specific - it is envisioned that the website will be housed under the Federal Network of Sustainability (<http://www.federalsustainability.org>)

The website will also provide technical assistance for federal facilities allowing them to implement their electronics management program. This one-on-one assistance is critical to the success of the program and will help federal facilities change their practices, create a lifecycle approach to electronics management and track the environmental benefits of the changes.

CONTRACTOR SKILLS DESIRED:

- ◆ Knowledge of/familiarity with the Federal Electronics Challenge Program
- ◆ Knowledge of/familiarity with the environmental issues associated with Electronics
- ◆ Familiarity with the Federal Government and how it operates
- ◆ Familiarity with Environmentally Preferable Purchasing and Green Procurement, especially with respect to electronic products
- ◆ Familiarity with Environmentally Sound Management practices regarding e-scrap
- ◆ Familiarity with environmental challenge programs and rating systems
- ◆ Familiarity with other programs and projects that may effect this program including but not limited to: NEPSI, EPEAT, Plug-in to eCycling, EPP initiatives.
- ◆ Ability to effectively interact with a wide variety of federal agencies and federal employees.
- ◆ Ability to clearly communicate, verbal and written, key actions and to develop technical assistance tools to assist in the implementation of the FEC
- ◆ Available to put in the time necessary to accomplish the tasks.

TASKS:

Task 1: Create Tools

The contractor shall create tools to support the three different lifecycle phases of the Federal Electronics Challenge: Acquisition and Purchasing, Operations and Maintenance, and End-of-Life. These tools shall be used to meet mandatory and optional items under the Federal Electronics Challenge (see attached). Tools could include checklists, fact sheets, operating procedures, etc. It is expected that the contractor develop up to 60 tools per lifecycle phase for a total of up to 180 tools.

Task 2: Technical Assistance

The contractor shall provide technical assistance to federal facilities wanting to implement the Federal Electronics Challenge. This assistance provided shall consist telephone and e-mail support for up to 100 federal facilities and in-person support for up to 20 facilities.

Task 3: Coordination

The contractor shall provide coordination between the procurement officials, end-of-life managers and the FEC steering committee (see attached list of committee members' contact information) in implementing the strategies of the Federal Electronics Challenge and coordinating the Federal Electronics Challenge activities with other purchasing initiatives including EPEAT, Green Blue Institute and Green Seal. This coordination is actually a liaison function between the FEC and procurement officials, EOL managers and other projects related to the FEC.

DELIVERABLES:

Task 1 Deliverable: Draft tools three weeks after request. Final tools incorporating EPA comments are due two weeks after comments are forwarded to the contractor.

Task 2 Deliverable: Monthly Facilities Support Report: who supported; type of support provided; and contact information. Report shall identify any support requests that could not be met. Due the 15th day of the succeeding month.

Task 3 Deliverable: Monthly Activities Summary. Report consists of a monthly summary of work completed including number of hours expended. As a separate report, prepare a quarterly summary of key findings from the coordination.

Contract Deliverable: The Contractor shall notify the project manager (in writing) when 75% of the hours and dollars have been expended in any task and again (in writing) when 95% of the hours and dollars have been expended in any one task.

ATTACHMENT B

SERVICE CONTRACT ACT WAGE DETERMINATION

FEDERAL ELECTRONICS CHALLENGE

94-2563 WA, SEATTLE

10/07/03

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W. Gross
DirectorDivision of
Wage DeterminationsWage Determination No.: 1994-2563
Revision No.: 24
Date Of Last Revision: 09/30/2003

State: Washington

Area: Washington Counties of King, Snohomish, Whatcom

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.14
01012 - Accounting Clerk II	12.36
01013 - Accounting Clerk III	14.37
01014 - Accounting Clerk IV	16.36
01030 - Court Reporter	14.86
01050 - Dispatcher, Motor Vehicle	15.84
01060 - Document Preparation Clerk	12.70
01070 - Messenger (Courier)	9.84
01090 - Duplicating Machine Operator	12.70
01110 - Film/Tape Librarian	13.09
01115 - General Clerk I	9.45
01116 - General Clerk II	10.68
01117 - General Clerk III	13.68
01118 - General Clerk IV	15.04
01120 - Housing Referral Assistant	17.89
01131 - Key Entry Operator I	11.44
01132 - Key Entry Operator II	13.96
01191 - Order Clerk I	11.41
01192 - Order Clerk II	14.69
01261 - Personnel Assistant (Employment) I	12.70
01262 - Personnel Assistant (Employment) II	14.10
01263 - Personnel Assistant (Employment) III	15.65
01264 - Personnel Assistant (Employment) IV	17.89
01270 - Production Control Clerk	17.89
01290 - Rental Clerk	12.12
01300 - Scheduler, Maintenance	13.94
01311 - Secretary I	13.70
01312 - Secretary II	14.86
01313 - Secretary III	16.52
01314 - Secretary IV	21.44
01315 - Secretary V	24.91
01320 - Service Order Dispatcher	14.27
01341 - Stenographer I	12.96
01342 - Stenographer II	14.79
01400 - Supply Technician	21.03
01420 - Survey Worker (Interviewer)	14.16
01460 - Switchboard Operator-Receptionist	11.22
01510 - Test Examiner	14.86
01520 - Test Proctor	14.86
01531 - Travel Clerk I	11.53
01532 - Travel Clerk II	12.38
01533 - Travel Clerk III	13.22
01611 - Word Processor I	12.70
01612 - Word Processor II	14.79
01613 - Word Processor III	18.65
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	13.92
03041 - Computer Operator I	14.50
03042 - Computer Operator II	16.09

03043 - Computer Operator III	17.89
03044 - Computer Operator IV	21.03
03045 - Computer Operator V	23.34
03071 - Computer Programmer I (1)	15.58
03072 - Computer Programmer II (1)	19.82
03073 - Computer Programmer III (1)	26.46
03074 - Computer Programmer IV (1)	27.54
03101 - Computer Systems Analyst I (1)	25.70
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.70
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.30
05010 - Automotive Glass Installer	20.34
05040 - Automotive Worker	20.34
05070 - Electrician, Automotive	21.01
05100 - Mobile Equipment Servicer	18.98
05130 - Motor Equipment Metal Mechanic	21.73
05160 - Motor Equipment Metal Worker	20.34
05190 - Motor Vehicle Mechanic	21.69
05220 - Motor Vehicle Mechanic Helper	18.29
05250 - Motor Vehicle Upholstery Worker	19.67
05280 - Motor Vehicle Wrecker	20.34
05310 - Painter, Automotive	21.01
05340 - Radiator Repair Specialist	20.34
05370 - Tire Repairer	16.61
05400 - Transmission Repair Specialist	21.73
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.38
07010 - Baker	12.65
07041 - Cook I	11.14
07042 - Cook II	11.87
07070 - Dishwasher	9.55
07130 - Meat Cutter	16.45
07250 - Waiter/Waitress	11.91
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	21.06
09040 - Furniture Handler	16.94
09070 - Furniture Refinisher	21.06
09100 - Furniture Refinisher Helper	18.25
09110 - Furniture Repairer, Minor	19.54
09130 - Upholsterer	21.06
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.33
11060 - Elevator Operator	10.38
11090 - Gardener	13.31
11121 - House Keeping Aid I	9.32
11122 - House Keeping Aid II	10.56
11150 - Janitor	10.56
11210 - Laborer, Grounds Maintenance	13.01
11240 - Maid or Houseman	9.32
11270 - Pest Controller	13.39
11300 - Refuse Collector	11.87
11330 - Tractor Operator	13.45
11360 - Window Cleaner	11.11
12000 - Health Occupations	
12020 - Dental Assistant	14.78
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.26
12071 - Licensed Practical Nurse I	14.36
12072 - Licensed Practical Nurse II	16.12
12073 - Licensed Practical Nurse III	18.02
12100 - Medical Assistant	12.09
12130 - Medical Laboratory Technician	14.44
12160 - Medical Record Clerk	12.97
12190 - Medical Record Technician	14.57
12221 - Nursing Assistant I	8.29
12222 - Nursing Assistant II	10.11
12223 - Nursing Assistant III	11.22
12224 - Nursing Assistant IV	13.30

12250 - Pharmacy Technician	14.06
12280 - Phlebotomist	11.98
12311 - Registered Nurse I	20.30
12312 - Registered Nurse II	24.76
12313 - Registered Nurse II, Specialist	24.76
12314 - Registered Nurse III	29.43
12315 - Registered Nurse III, Anesthetist	29.43
12316 - Registered Nurse IV	32.99
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	15.88
13011 - Exhibits Specialist I	19.53
13012 - Exhibits Specialist II	22.27
13013 - Exhibits Specialist III	27.40
13041 - Illustrator I	19.04
13042 - Illustrator II	21.71
13043 - Illustrator III	26.71
13047 - Librarian	24.67
13050 - Library Technician	15.42
13071 - Photographer I	16.01
13072 - Photographer II	20.51
13073 - Photographer III	22.58
13074 - Photographer IV	27.78
13075 - Photographer V	34.14
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.46
15030 - Counter Attendant	8.46
15040 - Dry Cleaner	10.66
15070 - Finisher, Flatwork, Machine	8.46
15090 - Presser, Hand	8.46
15100 - Presser, Machine, Drycleaning	8.46
15130 - Presser, Machine, Shirts	8.46
15160 - Presser, Machine, Wearing Apparel, Laundry	8.46
15190 - Sewing Machine Operator	11.40
15220 - Tailor	12.13
15250 - Washer, Machine	9.20
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	21.09
19040 - Tool and Die Maker	23.67
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	18.70
21020 - Material Coordinator	18.01
21030 - Material Expediter	18.01
21040 - Material Handling Laborer	15.16
21050 - Order Filler	12.19
21071 - Forklift Operator	18.06
21080 - Production Line Worker (Food Processing)	17.19
21100 - Shipping/Receiving Clerk	15.76
21130 - Shipping Packer	15.76
21140 - Store Worker I	12.36
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	15.53
21210 - Tools and Parts Attendant	18.57
21400 - Warehouse Specialist	18.06
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	21.71
23040 - Aircraft Mechanic Helper	18.25
23050 - Aircraft Quality Control Inspector	27.53
23060 - Aircraft Servicer	19.54
23070 - Aircraft Worker	20.41
23100 - Appliance Mechanic	21.06
23120 - Bicycle Repairer	18.25
23125 - Cable Splicer	26.37
23130 - Carpenter, Maintenance	22.47
23140 - Carpet Layer	24.29
23160 - Electrician, Maintenance	25.80
23181 - Electronics Technician, Maintenance I	22.01
23182 - Electronics Technician, Maintenance II	23.72
23183 - Electronics Technician, Maintenance III	27.85
23260 - Fabric Worker	19.54
23290 - Fire Alarm System Mechanic	21.71

23310 - Fire Extinguisher Repairer	18.89
23340 - Fuel Distribution System Mechanic	21.71
23370 - General Maintenance Worker	17.86
23400 - Heating, Refrigeration and Air Conditioning Mechanic	23.63
23430 - Heavy Equipment Mechanic	21.71
23440 - Heavy Equipment Operator	24.20
23460 - Instrument Mechanic	21.71
23470 - Laborer	12.08
23500 - Locksmith	20.96
23530 - Machinery Maintenance Mechanic	21.75
23550 - Machinist, Maintenance	20.97
23580 - Maintenance Trades Helper	17.93
23640 - Millwright	24.46
23700 - Office Appliance Repairer	21.06
23740 - Painter, Aircraft	21.06
23760 - Painter, Maintenance	21.06
23790 - Pipefitter, Maintenance	26.89
23800 - Plumber, Maintenance	25.02
23820 - Pneudraulic Systems Mechanic	21.71
23850 - Rigger	21.71
23870 - Scale Mechanic	20.41
23890 - Sheet-Metal Worker, Maintenance	21.88
23910 - Small Engine Mechanic	18.55
23930 - Telecommunication Mechanic I	21.71
23931 - Telecommunication Mechanic II	22.37
23950 - Telephone Lineman	21.71
23960 - Welder, Combination, Maintenance	21.71
23965 - Well Driller	21.71
23970 - Woodcraft Worker	21.71
23980 - Woodworker	18.89
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.07
24580 - Child Care Center Clerk	11.34
24600 - Chore Aid	9.06
24630 - Homemaker	15.81
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	23.46
25040 - Sewage Plant Operator	24.00
25070 - Stationary Engineer	23.46
25190 - Ventilation Equipment Tender	18.25
25210 - Water Treatment Plant Operator	24.00
27000 - Protective Service Occupations	
(not set) - Police Officer	24.02
27004 - Alarm Monitor	17.12
27006 - Corrections Officer	18.69
27010 - Court Security Officer	23.51
27040 - Detention Officer	23.51
27070 - Firefighter	24.91
27101 - Guard I	8.78
27102 - Guard II	15.40
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.39
28020 - Hatch Tender	17.39
28030 - Line Handler	17.39
28040 - Stevedore I	16.81
28050 - Stevedore II	17.96
29000 - Technical Occupations	
21150 - Graphic Artist	23.71
29010 - Air Traffic Control Specialist, Center (2)	30.29
29011 - Air Traffic Control Specialist, Station (2)	20.88
29012 - Air Traffic Control Specialist, Terminal (2)	23.01
29023 - Archeological Technician I	15.83
29024 - Archeological Technician II	17.71
29025 - Archeological Technician III	21.93
29030 - Cartographic Technician	21.93
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.70
29040 - Civil Engineering Technician	22.57
29061 - Drafter I	13.24
29062 - Drafter II	15.55

29063 - Drafter III	20.19
29064 - Drafter IV	21.93
29081 - Engineering Technician I	14.80
29082 - Engineering Technician II	16.61
29083 - Engineering Technician III	19.95
29084 - Engineering Technician IV	24.62
29085 - Engineering Technician V	29.65
29086 - Engineering Technician VI	35.87
29090 - Environmental Technician	20.86
29100 - Flight Simulator/Instructor (Pilot)	29.06
29160 - Instructor	21.30
29210 - Laboratory Technician	17.51
29240 - Mathematical Technician	21.93
29361 - Paralegal/Legal Assistant I	15.74
29362 - Paralegal/Legal Assistant II	19.43
29363 - Paralegal/Legal Assistant III	21.44
29364 - Paralegal/Legal Assistant IV	28.72
29390 - Photooptics Technician	21.93
29480 - Technical Writer	24.77
29491 - Unexploded Ordnance (UXO) Technician I	19.25
29492 - Unexploded Ordnance (UXO) Technician II	23.29
29493 - Unexploded Ordnance (UXO) Technician III	27.92
29494 - Unexploded (UXO) Safety Escort	19.25
29495 - Unexploded (UXO) Sweep Personnel	19.25
29620 - Weather Observer, Senior (3)	20.86
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.32
29622 - Weather Observer, Upper Air (3)	18.32
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	16.95
31260 - Parking and Lot Attendant	9.90
31290 - Shuttle Bus Driver	11.29
31300 - Taxi Driver	9.22
31361 - Truckdriver, Light Truck	11.29
31362 - Truckdriver, Medium Truck	17.28
31363 - Truckdriver, Heavy Truck	18.28
31364 - Truckdriver, Tractor-Trailer	18.28
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.90
99030 - Cashier	10.49
99041 - Carnival Equipment Operator	11.62
99042 - Carnival Equipment Repairer	12.07
99043 - Carnival Worker	10.26
99050 - Desk Clerk	10.81
99095 - Embalmer	20.48
99300 - Lifeguard	10.12
99310 - Mortician	19.34
99350 - Park Attendant (Aide)	12.70
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	12.87
99500 - Recreation Specialist	14.96
99510 - Recycling Worker	13.52
99610 - Sales Clerk	12.70
99620 - School Crossing Guard (Crosswalk Attendant)	11.18
99630 - Sport Official	10.12
99658 - Survey Party Chief (Chief of Party)	21.28
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.80
99660 - Surveying Aide	12.26
99690 - Swimming Pool Operator	15.60
99720 - Vending Machine Attendant	14.87
99730 - Vending Machine Repairer	15.00
99740 - Vending Machine Repairer Helper	14.87

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

ATTACHMENT C
PAST PERFORMANCE QUESTIONNAIRE
FEDERAL ELECTRONICS CHALLENGE

PAST PERFORMANCE QUESTIONNAIRE

SOURCE SELECTION SENSITIVE INFORMATION

CONTRACTOR: _____ CONTRACT #: _____

CONTRACT TITLE: _____ CONTRACT VALUE: _____

CONTRACT TYPE: _____ PERFORMANCE PERIOD: _____

Performance Elements	Not Applicable	Outstanding	Exceeds Expectations	Satisfactory	Unsatisfactory
Quality of service					
Timeliness of performance					
Management effectiveness					
Subcontract management					
Contract administration					
Initiative in meeting requirements					
Response to technical direction					
Timeliness of corrective actions					
Compliance with cost estimates					
Customer satisfaction					
Overall performance					

Remarks on outstanding performance: (provide data to support this observation)

Remarks on unsatisfactory performance: (Provide data supporting this observation)

Other comments you wish to make:

Would you do business with this company again?_____

Information provided by:_____

Name

Address

Title

City, State, Zip Code

Date

Phone # and Fax #